

**TOWN OF DAVIE  
TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Chief John George/(954) 693-8320

**PREPARED BY:** Nina B. Valdez, Administrative Secretary

**SUBJECT:** Resolution

**AFFECTED DISTRICT:** District \_2\_

**ITEM REQUEST:** **Schedule for Council Meeting**

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE DAVIE SQUARE, LLC AND THE TOWN OF DAVIE POLICE DEPARTMENT FOR TRAFFIC CONTROL.

**REPORT IN BRIEF:** Davie Square, LLC would like to enter into an agreement with the Town of Davie Police Department, wherein the owner/association, specifically grants the Town power and authority to enforce traffic control on the property of the owner/association, which is required by law to enable enforcement of traffic laws on private roadways and streets within this community.

**PREVIOUS ACTIONS:**

**CONCURRENCES:**

**FISCAL IMPACT:** not applicable

Has request been budgeted? n/a

**RECOMMENDATION(S):** Motion to approve the resolution

**Attachment(s):**

Resolution

Exhibit A: Trespass and Traffic Control Agreement

RESOLUTION \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE,  
FLORIDA, AUTHORIZING THE MAYOR TO ENTER  
INTO AN AGREEMENT BETWEEN DAVIE SQUARE,  
LLC AND THE TOWN OF DAVIE POLICE  
DEPARTMENT FOR TRAFFIC CONTROL.

WHEREAS, Davie Square, LLC and the Davie Police Department would like to  
enter into an "Agreement for Traffic Control and

WHEREAS, Davie Square, LLC has the authority to sign said agreements, and  
have done so; and

WHEREAS, the Davie Police Department requests the Town Council to authorize  
the Mayor to execute said Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN  
OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie hereby authorizes the  
Mayor to execute the "Agreements for Traffic Control," attached hereto as Exhibit A.

SECTION 2. This resolution shall take effect immediately upon its passage and  
adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007



DAVIE POLICE DEPARTMENT  
1230 South Nob Hill Road  
Davie, FL 33324  
(954) 693-8200  
FAX: (954) 693-8399 (Road Patrol)



### AGREEMENT FOR TRAFFIC CONTROL

The Town of Davie, Florida, a municipal corporation of the State of Florida, (hereinafter referred to as the "Town"), and DAVIE SQUARE, LLC (hereinafter referred to as the "Owner"), agree on this 26 day of July, 2007, to enter into the following Traffic Jurisdiction Agreement.

WHEREAS, the Owner currently holds legal title to that parcel of real property which is the subject of this Agreement, as more particularly described on Exhibit "A" attached hereto (the "Property" or "Common Areas"); and

WHEREAS, the Town, its duly appointed officers, employees and agents, recognizes that it has full power and jurisdiction to enforce all laws of the nation, state, county and city, duly enacted, excluding those traffic control and enforcement of same on the private property of Owner; and

WHEREAS, the Owner wishes to specifically grant the Town the power and authority to enforce traffic control on the Property and to grant an easement for ingress and egress for said purpose; and

WHEREAS, pursuant to Florida Statutes §316.006(2)(b), Owner wishes to have the Town exercise jurisdiction for traffic regulation over a private or limited access road or roads (the "Roads"), owned or maintained by Owner upon the property.

### WITNESSETH

NOW, THEREFORE, for and in consideration of the mutual covenants and undertakings of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The Owner agrees that the Town shall have jurisdiction to enforce state, county and city traffic regulations over any Roads within the private property.
3. The Town hereby agrees to exercise jurisdiction for traffic control purposes over any Roads within the private property.
4. Either party may terminate this Agreement upon sixty (60) days written notice to the other party.
5. The Owner, in further consideration for the above stated commitments of the Town, does hereby declare, establish, provide, give and grant to the Town, its successors, administrators and assigns, a non-exclusive easement for ingress and egress over the private property for the purpose of providing traffic control.



6. The Owner agrees to indemnify and hold the Town of Davie, its officers and elected officials, its employees, assigns and agents, the Town of Davie Police Department, its employees, agents and assigns, and the Police Chief, his heirs and assigns, harmless from and against any and all claims or causes of action resulting from personal injury or damage to property caused by or arising from any lawful action(s) effectuated by members of the Town of Davie authorized by this Agreement. Nothing in this Agreement shall be construed to effect in any way the Town's rights, privileges and immunities as set forth in Florida Statute §768.28.
7. The Owner agrees to reimburse the Town of Davie for any actual costs of traffic control and enforcement necessitated by this Agreement over and above the normal costs of traffic control and enforcement typically incurred by the Town of Davie in exercising such control over all streets and highways located within its boundaries, such as additional costs related to signage conforming with state law.
8. Any notices required under this Agreement shall be deemed to have been duly given on the date said notice was mailed by United States Certified Mail, Return Receipt Requested, postage prepaid, and addressed to the Town or the Owner, as the case may be, at the address set below for each such party, or to such other address as any party may, from time to time, specify by written notice to all other parties.
9. No change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.
10. The Owner expressly understands and agrees that nothing contained herein is intended or should be construed as creating or establishing a duty or obligation of the Town to provide traffic jurisdiction to the private property. The Town's presence on, or use of the premises, does not in any way create or establish in favor of Owner a level of prevention or the enforcement of traffic laws greater than the Town owes to the general public.



IN WITNESS WHEREOF, the parties hereto have set their hands and seals for the purposes herein expressed on the day and year first above written.

WITNESSES:

THE TOWN OF DAVIE, FLORIDA

\_\_\_\_\_  
Signature BY: \_\_\_\_\_ Signature

TITLE: \_\_\_\_\_

\_\_\_\_\_  
Print Name

ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

ATTESTED BY \_\_\_\_\_

\_\_\_\_\_  
TOWN ATTORNEY

Approved as to form and legality for the use and reliance of the Town of Davie, Florida, only

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by \_\_\_\_\_, of the Town of Davie, Florida, a municipal corporation of the State of Florida, who is \_\_\_\_\_ personally known to me, or who has produced \_\_\_\_\_ as identification, and who did/did not take an oath.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

\_\_\_\_\_  
Type, Stamp, Print Name

MY COMMISSION EXPIRES:

3.





WITNESSES:

[Signature]  
Signature

Bonny Peltos  
Print

[Signature]  
Signature

Marc Geiserman  
Print

OWNER:

BY: [Signature]  
Signature

JAY GEISERMAN  
Print

ADDRESS: 1045 SE 3<sup>rd</sup> COURT #200

DEERFIELD BEACH, FL 33441

954-420-1001  
Phone Number

THE FOREGOING INSTRUMENT MUST BE NOTARIZED OR ATTESTED TO BY A  
CERTIFIED POLICE OFFICER (F.S. 117.10)

The foregoing instrument was sworn and  
Subscribed before me:

STATE OF FLORIDA  
COUNTY OF BROWARD  
(AFFIX SEAL)

\_\_\_\_\_  
Signature of Attesting Officer, I.D. #

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

The foregoing instrument was acknowledged  
before me this 6 day of August 2007  
by Jay Geiserman, who  
is \_\_\_\_\_ personally known to me, or \_\_\_\_\_ who has  
produced \_\_\_\_\_ as  
identification.

Notary Public: [Signature]







DAVIE POLICE DEPARTMENT  
1230 South Nob Hill Road  
Davie, FL 33324  
(954) 693-8200  
FAX: (954) 693-8399 (Road Patrol)



AUTHORITY TO ENTER PREMISES AGREEMENT

DAVIE SQUARE, LLC, a Corporation/ Owner,  
(Name of Corporation/Name of Owner)

1045 SE 3<sup>RD</sup> COURT, #200, FORT LINDSEY BEACH, FL 33441  
located at 5503-5795 S. UNIVERSITY DR, DAVIE hereby  
(Corporate/Owner Mailing Address & Phone Number)

authorizes the Town of Davie Police to enter the below described property, located in the Town of Davie, Broward County, Florida, without limitations or restrictions and at their discretion to enforce municipal traffic laws, criminal state statutes and municipal ordinances and perform any and all police-related activity.

1. Please Give Physical Address Below and Attach a copy of the Legal Description of the Property (See example of Legal Description – "Exhibit A" attached).
2. Please Give a Copy of the Corporation Documents showing Active Status. (See example — "Exhibit B" attached).

DBA: 5503-5795 S. UNIVERSITY DR., Davie, FL  
(Address of Property)

DAVIE SQUARE, LLC, expressly understands  
(Name of Corporation/Owner)

and agrees that since the above-described property is privately owned, the Town of Davie Police Department may choose not to conduct routine patrol upon said property nor accepts the obligation to conduct routine police-related activities on said property.

The Town of Davie Police may arrest, at its discretion, those person(s) believed to be trespassing or committing other criminal violations on said property.



Upon an arrest for a criminal violation, DAVIE SQUARE, LLC agrees to  
(Name of Corporation/Owner)

assist in the criminal prosecution of said offender.

DAVIE SQUARE, LLC hereby agrees to communicate the terms  
(Name of Corporation/Owner)

and conditions of this agreement to any and all parties present on the above described property by reason of lease, rental, assignment, contract, invitation, employments, etc.

DAVIE SQUARE, LLC further agrees to notify the Town of Davie  
(Name of Corporation/Owner)

through the Chief of Police for the Town of Davie Police Department ninety (90) days prior to the sale, transfer or assignment of the property or any portion thereof. This notification must be accomplished through the United States Mail, certified, return receipt requested.

DAVIE SQUARE, LLC agrees to indemnify and hold the Town of  
(Name of Corporation/Owner)

Davie, its employees, assigns and agents, the Town of Davie Police Department, its officers, employees, agents and assigns, and Police Chief John A. George, his heirs and assigns, harmless from and against any and all claims or causes of action resulting from personal injury or loss to property caused by or arising from an arrest(s) or other lawful action(s) effectuated by members of the Town of Davie Police Department.

Nothing in this agreement shall be construed to effect in any way the Town's rights, privileges and immunities as set forth in Florida Statutes 768.28.

DAVIE SQUARE, LLC expressly understands and agrees that  
(Name of Corporation/Owner)

nothing contained herein is intended or should be construed in any way as creating or establishing the duty or obligation of the Town of Davie to provide security or protection to the above-described property. DAVIE SQUARE, LLC

(Name of Corporation/Owner)

further understands and agrees that nothing contained herein is intended or should be

construed in any way to obligate the Town of Davie Police Department to perform routine patrol or other police-related functions on or about the above-described property.

The Town of Davie's presence on, or use of the premises, does not in any way create or establish in favor of DAVIE SQUARE, LLC a level of  
(Name of Corporation/Owner)

prevention and detection of crime or the enforcement of the penal, criminal, traffic, or highway laws of the State greater than the Town of Davie owes to the general public.

Either party to this agreement may terminate this agreement at will providing that sixty (60) days written notice establishing such intent is served upon the other party by certified mail, return receipt requested.

WITNESSES:

[Signature]  
Signature

Larry Peltus  
Print

[Signature]  
Signature

Mar Geiserman  
Print

OWNER:

BY: [Signature]  
Signature

Jay Geiserman  
Print

ADDRESS: 1045 SE 3rd COURT #200

DEERFIELD BEACH, FL 33441

954.420.1001  
Phone Number

THE FOREGOING INSTRUMENT MUST BE NOTARIZED OR ATTESTED TO BY A  
CERTIFIED POLICE OFFICER (F.S. 117.10)

The foregoing instrument was sworn and  
Subscribed before me:

STATE OF FLORIDA  
COUNTY OF BROWARD  
(AFFIX SEAL)

Signature of Attesting Officer, I.D. #

Print Name

Date:

The foregoing instrument was acknowledged  
before me this 6 day of August, 2009  
by Jay Geiserman, who  
is ✓ personally known to me, or        who has  
produced        as  
identification.

Notary Public:



Does this property conduct business  
under any other names? If yes,  
please list below the DBAs:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Print Names and List Phone Numbers of  
EMERGENCY CONTACTS:

MIMI SCHNEIDER - 954.822.2593

JAY GEIERMAN - 954.572.5136

\_\_\_\_\_

\_\_\_\_\_





FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS



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No Events

No Name History

Entity Name Search

## Detail by Entity Name

### Florida Limited Liability Company

DAVIE SQUARE OFFICE LLC

### Filing Information

Document Number L04000084076

FEI Number 201931159

Date Filed 11/18/2004

State FL

Status ACTIVE

Effective Date NONE

### Principal Address

1645 SE 3RD COURT, SUITE 200  
DEERFIELD BEACH FL 33441

Changed 06/13/2005

### Mailing Address

1645 SE 3RD COURT, SUITE 200  
DEERFIELD BEACH FL 33441

### Registered Agent Name & Address

LLOYD GRANET, P.A.  
2295 NW CORPORATE BOULEVARD, SUITE 235  
BOCA RATON FL 33431 US

### Manager/Member Detail

#### Name & Address

Title MGR

MJB MANGEMENT, LLC  
1645 SE 3RD COURT, SUITE 200  
DEERFIELD BEACH FL 33441

### Annual Reports



**Report Year Filed Date**

<b>2005</b>	06/13/2005
<b>2006</b>	04/27/2006
<b>2007</b>	04/25/2007

**Document Images**

[04/25/2007 -- ANNUAL REPORT](#)

[04/27/2006 -- ANNUAL REPORT](#)

[06/13/2005 -- ANNUAL REPORT](#)

[11/18/2004 -- Florida Limited Liabilites](#)


**Note:** This is not official record. See documents if question or conflict.

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**2007 LIMITED LIABILITY COMPANY  
ANNUAL REPORT**

**FILED**  
**Apr 25, 2007 08:0**  
**Secretary of Sta**

<b>DOCUMENT # L04000084076</b>		
1. Entity Name <b>DAVIE SQUARE OFFICE LLC</b>		
Principal Place of Business <b>1645 SE 3RD COURT, SUITE 200 DEERFIELD BEACH, FL 33441</b>		Mailing Address <b>1645 SE 3RD COURT, SUITE 200 DEERFIELD BEACH, FL 33441</b>
<b>DO NOT WRITE IN THIS SPACE</b>		
6. Name and Address of Current Registered Agent <b>LLOYD GRANET, P.A. 2295 NW CORPORATE BOULEVARD, SUITE 235 BOCA RATON, FL 33431</b>		<b>DO NOT WRITE IN THIS SPACE</b>
8. The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. I am familiar with, and accept the obligations of registered agent.		
SIGNATURE: _____ <small>Signature, typed or printed name of registered agent and title if applicable (NOTE: Registered Agent signature required when reinstating)</small>		
DATE: _____		
<b>Filing Fee is \$50.00 Due by May 1, 2007</b>		
U000000729109 05/08/07-80028-001 50.00		
9. MANAGING MEMBERS/MANAGERS		
TITLE NAME STREET ADDRESS CITY - ST - ZIP	MGR MJB MANGEMENT, LLC 1645 SE 3RD COURT, SUITE 200 DEERFIELD BEACH, FL 33441	
TITLE NAME STREET ADDRESS CITY - ST - ZIP		
TITLE NAME STREET ADDRESS CITY - ST - ZIP		
TITLE NAME STREET ADDRESS CITY - ST - ZIP		
TITLE NAME STREET ADDRESS CITY - ST - ZIP		
TITLE NAME STREET ADDRESS CITY - ST - ZIP		
11. I hereby certify that the information supplied with this filing does not qualify for the exemptions contained in Chapter 119, Florida Statutes. I further certify that the information indicated on this report is true and accurate and that my signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 608, Florida Statutes.		
SIGNATURE: _____ <small>SIGNATURE AND TYPED OR PRINTED NAME OF SIGNING MANAGING MEMBER, OR AUTHORIZED REPRESENTATIVE</small>		
Date: <b>4.19.07</b> Daytime Phone #: <b>954.420.1001</b>		





If you are looking to purchase this property, the tax amount shown may have no relationship to the taxes you will pay. Please use our **Tax Estimator** to determine a more likely estimate of your new amount.

**BCPA HOME**

Site Address	5501 S UNIVERSITY DRIVE , DAVIE	ID #	5041 33 15 0010
Property Owner	DAVIE SQUARE LLC	Millage	2413
Mailing Address	1645 SE 3 CT #200 DEERFIELD BEACH FL 33441-4465	Use	11

Legal Description	MAIN STREET PLAT 128/44 B PARCEL A:LESS 3 OUTPARCELS CUT OUT PER SURVEYS DATED 5/21/97 & LESS OUTPARCEL DESC IN OR 27898/100 & 38948/752 TOGET WITH POR PAR A DESC'D AS: COMM SE COR SAID PAR A;N 705.10; W 348.90 TO POB W 182.50;N 250.81;E 182.51;S 250.61 TO POB AKA: DAVIE SQUARE SHOPPING CENTER & OUT PARCEL 4
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Property Assessment Values					
Year	Land	Building	Land Value AG	Total	Tax
Current	\$3,269,980	\$6,640,460		\$9,910,440	
2006	\$2,893,990	\$5,884,790		\$8,778,780	\$223,065.16
2005	\$2,288,310	\$4,092,560		\$6,380,870	\$170,197.17

Save Our Home Value	Exemptions			
	Type	Widow(er)'s/Veteran's/Disability	Homestead	Non-Exempt
				\$9,910,440

Sales History					Land Calculations		
Date	Type	Price	Book	Page	Price	Factor	Type
10/26/2001	QC*	\$100	32360	626	\$6.50	501,322	SF
1/6/1997	SWD	\$3,500,000	25982	310	\$0.10	113,860	SF
7/1/1988	CT	\$6,800,000	15973	989			
					Adj. Bldg. S.F.		107832
					Eff. Year Built		1998

\* Denotes Multi-Parcel Sale (See Deed)

Special Assessments					
Fire	Garbage	Light	Drainage	Improvement	Safe
24			B		
C			B		
107832					

**Please Note:** Assessed values shown are **NOT** certified values and are subject to change before final certification for ad valorem tax purposes.



